

# EXHIBIT 26

# EXHIBIT 26(A)

# A.J. Dwoskin & Associates

## Mobile Home Park Rules and Regulations

### A Manufactured Homes- Quality Standards

- 1 The location and installation of all manufactured homes must comply with all applicable governmental laws, codes and regulations
- 2 If 100-200 AMP electrical service is required, it must be installed at the homeowners' or dealer's expense
- 3 No manufactured home may be moved into the COMMUNITY, or be transferred to a new RESIDENT within the COMMUNITY, unless the size, condition, appearance and design thereof have been approved in writing by MANAGEMENT in accordance with the quality standards set forth in these Rules and Regulations. MANAGEMENT may reject any manufactured home if the same does not meet the reasonable requirements of MANAGEMENT as to its size, quality, appearance, material specifications, construction and safety conditions, design, location and competency with the COMMUNITY and other manufactured homes therein. Similarly, no unfinished, unsafe or highly combustible materials may be used for any repair or patch work on the exterior of the manufactured homes or other home site improvements. RESIDENT is responsible for any damage to other manufactured homes or the COMMUNITY caused by RESIDENT or the mover. Wheels and axles must be removed from the manufactured home and the home site within thirty (30) days of set up. Hitches must be removed from the manufactured home and stored beneath the home within thirty (30) days of set up.
- 4 All manufactured homes must continue to meet all applicable laws, codes and regulations as such may be amended from time to time. Under state law, RESIDENT's tenancy may be terminated for failure of RESIDENT to comply with local ordinance and state laws and regulations relating to manufactured homes, or with these Rules and Regulations.
- 5 No unauthorized structures (including decks) may be built on any home site or erected on any home site. Permission to build or erect any structure must be obtained in writing from MANAGEMENT in advance. In addition, any such structure requiring a building permit may not be built or erected without a building permit first being obtained from Fairfax County or Prince William County.

F. A. B. RESIDENT's initials)

- 6 All permits and approval required for the installations or removal of a manufactured home must be obtained by RESIDENT in advance of such installation or removal.
- 7 No materials or items of any nature may be used to secure the roof of a manufactured home without the prior written approval of MANAGEMENT, and the same must be installed in compliance with all applicable laws, codes and regulations. "Tie-down" satisfactory to MANAGEMENT must be installed within thirty (30) days of set up.
- 8 All manufactured homes in the COMMUNITY, and all incoming homes must be shingle roofed and wood or vinyl lap sided to the ground, and must have shutters for all windows. Upon lease reveal or upon the sale or transfer of any manufactured home located in the

COMMUNITY, existing transfer to a co-owner pursuant to death or divorce or to a new co-owner pursuant to marriage, or upon any change of RESIDENT (s) residing in a manufactured home (which change must be approved by MANAGEMENT pursuant to paragraph J and Q below), MANAGEMENT may require that any such manufactured home not in compliance with the specification contained in the first sentence of the paragraph (i) be removed from the COMMUNITY, based upon the size, condition, appearance, location or design of the manufactured home or the capacity of the home site to accommodate a larger manufactured home, or (ii) be brought into compliance with said specification to the extent feasible under the Virginia Uniform Statewide building code as a condition to the manufactured home being permitted to remain the COMMUNITY upon such sale or transfer, even if the proposed buyer or transferee otherwise complies with MANAGEMENT's residency application requirement FOR RESIDENTS PROTECTION, MANAGEMENT'S DETERMINATION UNDER THE PROVISIONS OF THIS RULE SHOULD BE OBTAINED BEFORE THE SALE OR TRANSFER OF RESIDENTS MANUFACTURED HOME OR ANY PROPOSED CHANGE OF RESIDENTS shall notify MANAGEMENT in writing of his/her intent to sell or transfer his/her/their manufactured home at the time the manufactured home is placed on the market in order for MANAGEMENT to inspect the home to insure compliance with said specifications. No manufactured home will be permitted to remain on the home site that does not comply with said specification.

- 9 RESIDENT shall maintain the manufactured home in good condition and repair at all times. The exterior of the manufactured home shall be kept clean, neat and properly painted at all times. Any change to the exterior color of the manufactured home or appurtenant structure, including, but not limited to, additions, utility buildings, porches, steps and skirting must be approved in writing in advance by the MANAGEMENT. MANAGEMENT

- F. A. B. (RESIDENT's initial)
- 10 May, in its discretion, require reasonable repair, maintenance and improvement of the manufactured home.
- 11 If the manufactured home is substantially damaged by fire, windstorm or other cause, any repairs of the mobile home are to be done at RESIDENT's expense. Such repairs shall be commenced immediately after the damage has occurred. All loose debris shall be removed immediately. All damage must be repaired within fifteen (15) days after the date of damage. If the damage can not be repaired within the fifteen (15) days, MANAGEMENT may require that the manufactured home be removed from the COMMUNITY for repair.

## **B STORAGE SHEDS**

- 1 RESIDENT, at RESIDENT's expense, shall construct and maintain in good condition and repair a storage shed on RESIDENT's home site with siding and roof shingling matching that of the manufactured home as described in Paragraph A (7). The location and size of each such storage shed must be approved in writing by MANAGEMENT in advance of the construction, delivery or installation of the storage shed. Installation of storage sheds must not violate applicable home/structure setbacks rules. In addition to the foregoing restrictions, shed size may not exceed ten (10) feet long by ten (10) feet wide by seven (7) feet high.
- 2 There may be only one (1) shed to a home site, constructed of materials approved in writing by MANAGEMENT in advance. MANAGEMENT may give written approval in certain cases, in its discretion, for an additional shed.
- 3 There may be no sleeping facilities within the storage shed.
- 4 All storage sheds must be properly anchored.
- 5 Any damage caused by storage sheds or their construction or removal shall be the sole responsibility of RESIDENT.

## **C LANDSCAPING**

All home sites in the COMMUNITY must be landscaped to a standard consistent with an average landscaped home site in the COMMUNITY. MANAGEMENT will make available for review at the COMMUNITY office photos of examples of such home sites to provide guidance to RESIDENT regarding the nature of the landscaping standards. MANAGEMENT realizes that such a standard is, necessarily to some extent subjective, so MANAGEMENT, in its discretion, shall enjoy the ultimate right to determine the sufficiency of landscaping, subject to the requirement that MANAGEMENT's decision shall not be plainly unreasonable.

Fr A-B (RESIDENT's initial)

## **D FENCE**

Privacy fences are allowed within the COMMUNITY with the prior written approval of MANAGEMENT. Fence must be constructed of white, vinyl (PVC) and the style of such fence must be approved in advance by MANAGEMENT. Any fence installed without MANAGEMENT's prior written approval of MANAGEMENT shall be removed at the sole expense of RESIDENT.

## **E MAINTENANCE OF HOME SITE**

1 RESIDENT must maintain the home site and all sheds, carports and improvements thereon at RESIDENT's sole expense in a clean, neat and attractive condition, as determined by MANAGEMENT at its discretion, in the event RESIDENT fails to do so, MANAGEMENT, upon fifteen (15) days prior written notice, may take such steps as are necessary to provide the necessary maintenance, and all expenses incurred by MANAGEMENT in so doing so must be paid by RESIDENT on the next rental payment date after submission of a statement for such charge by MANAGEMENT to RESIDENT. Driveways, walkways and patios shall be kept neat and in good repair by RESIDENT.

- 2 All trash, debris, brooms, ladders, building materials and similar items must be kept out of sight. Trash shall be removed at regularly scheduled intervals as specified by MANAGEMENT. Trash must be placed in containers satisfactory to MANAGEMENT. With the exception of trash pick up days, trash cans must be stored behind the manufactured home site or within the storage shed located on the home site. This subsection applies to reasonable amounts of household trash, RESIDENT, at RESIDENT's sole expense must arrange the removal of large items. RESIDENT shall be responsible for the disposal of any large items, including appliances and furniture.
- 3 All Bicycles, tricycles and toys must be kept in neat order on the home site. If any such items are found on vacant homes sites or on the streets, they may be picked up by MANAGEMENT and, unless claimed by the applicable RESIDENT within fifteen (15) days, may be distributed by MANAGEMENT to charities of MANAGEMENT's choice.
- 4 All lawns, shrubs, trees, fences, paving and other landscaping installed by RESIDENT shall become MANAGEMENT'S property and must remain upon the home site at the termination of RESIDENT's occupancy, unless RESIDENT obtains MANAGEMENT's prior written approval to remove the same. MANAGEMENT must approve all home site landscaping plans and any digging in order to protect underground utility lines, pipes and cabbies and RESIDENTS' safety.
- 5 All tree-trimming, pruning, and removal of debris at the home site shall be the sole responsibility of RESIDENT. RESIDENT must immediately notify MANAGEMENT of any tree limbs that are dead or decaying. Any damage caused to the person or property of another due to such maintenance, including falling tree limbs, shall be the sole responsibility of the applicable RESIDENT.
- 6 RESIDENT shall be responsible for lawn and landscaping of the home site at RESIDENT's sole expense. The RESIDENT shall rake and bag all leaves and grass cuttings. Lawn shall be mown on a regular basis as determined by MANAGEMENT in accordance with standards established in

order to provide necessary maintenance, and all expense incurred by MANAGEMENT in doing so must be paid by RESIDENT on the next rental payment date after submission of a statement for such charges

- 7 No vegetable gardens are allowed at RESIDENTS' home site or elsewhere within the COMMUNITY
- 8 The RESIDENT is responsible for the placement and maintenance of a heat tape. Heat tapes must be operable at all times applied in a manner to protect RESIDENT's water line and water riser to a depth of approximately two (2) feet

#### **F MOTOR VEHICLES**

The COMMUNITY is maintained as a private enterprise and as such all streets and roadways within the COMMUNITY shall be considered private and shall not be used as public thoroughfares. In the interest of the safety and well-being of all RESIDENTS, and for maintenance purposes and traffic control, MANAGEMENT may, at its sole discretion, restrict traffic on designated streets, and restrict delivery of certain products and services. Any violations of these motor vehicles Rules and Regulations shall result in a written warning from MANAGEMENT and may cause the vehicle to be removed from the COMMUNITY at the sole expense and liability of the vehicle's owner. Further violation of these motor vehicles Rules and Regulations shall be considered grounds for termination of the applicable RESIDENT's rental agreement.

- 1 All drivers must observe speed limits and stop signs as posted within the COMMUNITY. Careless or reckless driving may result in the termination of tenancy. COMMUNITY streets shall be kept clear at all times to allow for access by emergency vehicles as needed accordance with the local fire ordinance.
- 2 **Parking**
  - A Two (2) vehicles are permitted to each home site within the COMMUNITY, with the exception of those home sites that are designed to accommodate three (3) vehicles per driveway. Vehicles must be parked in specific areas as designated by MANAGEMENT. No structure, addition, improvement or any part of the manufactured home shall be permitted to encroach on existing parking areas within the home site.
  - B Guest and visitor vehicles must be parked in area as designated by MANAGEMENT. RESIDENTS are responsible for ensuring that their guests and visitors comply with this requirement.
  - C No vehicles may be parked in or on common areas except as specifically authorized in writing by MANAGEMENT in advance. Vehicles parked in unauthorized areas may be removed at the risk and expense of the vehicle's owner, without prior notice.
  - D Illegally parked vehicles may be removed, at MANAGEMENT's discretion, at the risk and expense of the vehicle's owner.
  - E On-site parking is prohibited at all times within the COMMUNITY.
- 3 **F A B**

Only registered vehicles are allowed within the COMMUNITY. RESIDENTS must register each vehicle kept within the COMMUNITY. Commercial vehicles are not permitted within the COMMUNITY. RESIDENTS must not store any motor vehicles which is in a state of disrepair and therefore incapable of being moved under its own power, or that does not possess a current valid registration for more than twenty-four (24) hours, and any such vehicle within the COMMUNITY may be removed, at the risk and expense of the vehicles' owner, without prior notice. All vehicle repairs must be completed within twenty-four (24) hours of the commencement of said repairs.
- 4 Only drivers with valid driver's licenses may operate motor vehicles within the COMMUNITY.
- 5 No excessively noisy vehicles are allowed within the COMMUNITY.
- 6 There may be no overnight sleeping within the COMMUNITY except within RESIDENT'S manufactured homes. No overnight sleeping is allowed in any motor vehicles, camper or camping trailer.

- 7 No vehicles over seven (7,500) gross vehicle weight (other than standard pick-up trucks), totters, trucks, construction or farm equipment may not be stored, parked or kept within the COMMUNITY, except within the designated storage area. MANAGEMENT may remove any prohibited vehicles from the COMMUNITY if the RESIDENT fails to do so, and all expense incurred by MANAGEMENT in so doing must be paid by the RESIDENT with the next rental payment after submission of a statement for such charges by MANAGEMENT to the RESIDENT.
- 8 Any vehicles which drip oil, gasoline or any other fluid must be repaired immediately by RESIDENT, and any damage caused by such dripping fluid must be cleaned and/or repaired by RESIDENT.
- 9 The immobilization of any vehicle for major repairing or overhauling is prohibited everywhere within the COMMUNITY unless otherwise authorized in writing by MANAGEMENT in advance.
- 10 Any vehicles parked on the streets during a snowfall will be considered a safety hazard. Any such vehicle may be towed at the vehicle owner's risk and expense without prior notice.
- 11 No unlicensed, motorized or self-prohibited vehicle of any kind, including, but not limited to, dirt bikes, mini-bikers, motorcycles, mopeds and go-carts, shall be operated in any area of the COMMUNITY, unless such vehicle is duly registered for operation on public roads or highways. All such vehicles must be registered with the COMMUNITY office and shall be operated only by the person duly licensed for operation of such vehicle.
- 12 No vehicle shall be operated in the COMMUNITY in areas other than those designated for roadways and parking.

#### G ANIMALS

F A B

No non-domesticated animals, including farm animals, may be kept in the COMMUNITY. No other animals may be kept in the COMMUNITY except as pets, and then only with the prior written permission of MANAGEMENT. As of immediately, no animals whose height exceeds eighteen (18) inches at the shoulder at full maturity or whose weight exceeds fifty-(50) pounds at full maturity may be kept in the COMMUNITY. Animals must be inoculated and licensed according to all applicable laws and regulations, and must wear license tags. If required by applicable law, animals must be leashed and under the control of the applicable RESIDENT or kept within the confines of RESIDENT's home site. Animals are allowed in common areas of the COMMUNITY only on a leash and under control of the applicable RESIDENT. Under no circumstances are pets allowed in the common area of the COMMUNITY specifically posted against pets, such as the playground and similar facilities as designated by MANAGEMENT. RESIDENT is responsible for the immediate removal of all pet litter from RESIDENT's home site or any other location within the COMMUNITY where littering has occurred. RESIDENTS are responsible for any damage caused by their animals. No temporary pet sitting or care of animals not owned by RESIDENTS is permitted. Biting incidents will not be tolerated, and MANAGEMENT reserves the right to terminate the home site rental agreement of any RESIDENT owning a pet involved in a biting incident. Noisy or unruly animals, animals considered dangerous or vicious by MANAGEMENT, and animals with respect to which other RESIDENTS file justifiable complaints with MANAGEMENT must be removed from the COMMUNITY. No animals which have been removed from the COMMUNITY under this rule shall thereafter again be permitted within the COMMUNITY without the MANAGEMENT's prior written consent. Each animal must be registered and identified as to owner in the COMMUNITY office. Any dog regardless of breed, whose temperament and disposition are considered to be dangerous or vicious, is not allowed within the COMMUNITY under any circumstances. No more than two (2) dogs or two (2) cats or one (1) dog and one (1) cat may be kept per home site. All pets must be approved by MANAGEMENT in writing before the pet's owner moves into the COMMUNITY, or before RESIDENT obtains a pet after move-in. Pets belonging to RESIDENT's family members, guests and invitees must be confined to the applicable RESIDENT's home site and must comply with all provision of this paragraph. Pets may not be left outside at night. Pets may not be left outside in the daytime unless someone is home to supervise the pet. No doghouses or other outside animal shelters are permitted.

## **H TV ANTENNAS**

Only one (1) satellite dish, not to exceed one (1) meter in diameter may be installed per home site. No TV antenna over twenty-four (24) inches in height may be installed on the home site, and guide wires with respect to any antenna may be attached only to the manufactured home's roof. The installation and location of such must be in accordance with the reasonable requirements of MANAMGENT and all applicable laws, codes and regulations. Antenna must be mounted at least twenty-five (25) feet back from the front of the manufactured home. No antennas may be installed except upon the prior written approval of MANAMGENT. Any transmitting which interferes with the reception of other RESIDNET is strictly prohibited.

## **I CLOTHES LINE**

Only collapsible umbrella-type clothes lines are permitted on the home site and the same must be kept at the rear of the home site and collapsed when not in use. Laundry hung such clothesline must be removed as quickly as possible.

## **J SALE OF MANUFACTURED HOMES**

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In the event RESIDENT elects to sell RESIDENT's manufactured home, one (1) "for Sale" sign not to be exceed a total area of three hundred (300) square inches may be installed on the inside of a window or upon exterior of the manufactured home, but shall not be installed in the ground of the manufactured home site. Neither other "For Sale" sign nor any other sign of any nature, whether relating to the sale of the manufactured home or for any purpose, shall be permitted on the home site. RESIDENT ACKNOWLEDGE THAT THE SALE OR OTHER TRANSFER OF THE MANUFACTURED HOME DOES NOT INCLUDE A TRANSFER OF THE HOME SITE TO THE BUYER OR THE TRANSFEREE UNLESS RESIDENT NOTIFIES MANAGEMENT IN WRITING AT LEAST THREE (3) WEEKS PRIOR TO THE PROPOSED TRANSFER OF THE MANUFACTURED HOME SITE RENTAL AGREEMENT AND/OR TRANSFER OF TITLE TO THE MANUFACTURED HOME, GIVING THE NAME AND ADDRESS OF THE PROPOSED BUYER OR OTHER TRANSFEREE IN SUCH NOTICE AND THE PROPOSED BUYER OR OTHER TRANSFEREE (I) IS APPROVED BY MANAGEMENT AS A RESIDENT IN ACCORDANCE WITH MANAGEMENT PRE-QUALIFICATION PROCEDURES AND STANDARDS, (II) MEETS ALL OTHER CONDITIONS AND REQUIREMENTS AS SET FORTH IN THESE RULES AND REGULATIONS AND IN THE MANUFACTURED HOME SITE RENTAL AGREEMENT, AND (IV) THE MANUFACTURED HOME COMPLIES WITH THE STANDARDS FOR PLACEMENT OR RETENTION IN THE COMMUNITY AS SET FORTH IN THE THESE RULES AND REGULATIONS.

## **K. OUTSIDE CONSTRUCTION**

- 1 Any construction or repairs other than routine home improvements or yard maintenance must be approved in writing by Management in advance.
- 2 No construction company may perform any service within the COMMUNITY unless it has reported to the COMMUNITY office for clearance. All contractors and repair, maintenance and landscaping personnel must be proper workman's compensation, automobile, liability and performance bonding insurance coverage's, as determined by MANAGEMENT in its discretion.
- 3 RESIDENT may not, and shall not have the power of authority to, allow the COMMUNITY or improvements therein to become subject to any mechanics, laborers or materialmen's liens.
- 4 RESIDENT should not give instructions to, or make requests of, the COMMUNITY's maintenance personnel. All requests should be made in writing directly to MANAMGNET.

## **L NOISE, FIREARMS & ACCEPTABLE CONDUCT**

RESIDENTS must be unreasonably noisy. Radios, stereos, musical instruments, televisions and conversation must be kept at a level low enough not to disturb any other RESIDENT. Vehicle engines shall be not unnecessarily raced or "gunned" at any time. RESIDENTS shall observe quiet hours within the COMMUNITY between the hours of 10:00 p.m. to 7:00 a.m. daily.

### **Prohibited Conduct**

You (The RESIDENT) and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner, disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the MH Community, disrupting our business operations, manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia, engaging in or threatening violence, possessing a weapon prohibited by state law, discharging a firearm in the MH Community, displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others. No open fires are allowed within the COMMUNITY (charcoal and gas grills do not constitute open fires for purposes of the rule). Fireworks are prohibited within the COMMUNITY.

F R B (RESIDENT's Initials)

The gutting and/or bleeding of game animals on the home site or outside the manufactured home is prohibited within the COMMUNITY.

Under state law, RESIDENT's tenancy may be terminated for conduct on COMMUNITY premises which constitutes annoyance to other RESIDENTS or interfere with MANAGEMENT.

## **M COMMERCIAL ENTERPRISES**

No commercial enterprise or business of any nature may be conducted by RESIDENT in the COMMUNITY without prior written approval of MANAGEMENT, nor may advertising materials be distributed or posted within the COMMUNITY without MANAGEMENT's prior written approval. This restriction applies to the delivery of handbills of any nature, although MANAGEMENT may distribute written materials of a non-commercial nature provided such written materials are also given to MANAGEMENT.

## **N DAMAGE**

Any damage caused by any RESIDENT, or by any visitor, guest, agent or representative of such RESIDENT, or by any of their property (storage shed, TV antenna, etc.) to the person or property of another shall be the sole responsibility of the applicable RESIDENT.

## **O COMMON AREA DECORUM AND CONDUCT**

MANAGEMENT has established separate rules and guidelines for behavior and conduct of RESIDENTS, visitors and guests within common areas such as swimming pools, clubhouses and recreation facilities. These rules and guidelines are posted in each common area where they are applicable, and after reasonable notice may be changed from time to time by MANAGEMENT and are hereby incorporated into and made a part of these Rules and guidelines. MANAGEMENT will undertake to make the common areas and recreational facilities of the COMMUNITY conveniently available and open to RESIDENTS at reasonable times. RESIDENT is responsible for the behavior and conduct of all minor children residing with or visiting RESIDENT, and for the conduct of clubhouse. Violations of rules and guidelines applicable to common areas by RESIDENTS, their family, visitors and guests within the COMMUNITY, including their adherence to these Rules and Regulations, and all

applicable laws Any visitor guest who fails to comply with the for ing may not remain in the COMMUNITY Conviction of a Class A misdemeanor or any felony during the term of a RESIDENT's tenancy which caused or threatened to cause irreparable harm to any person or property shall be considered grounds for termination or non-renewal of such RESIDENT's Manufactured Home Site Rental Agreement Immoral conduct, intoxication, or the use of loud or profane language shall also be grounds for termination or non-renewal of the applicable RESIDENT's Manufactured Home Site Rental Agreement

RESIDENT, any member RESIDENT's household, any guest, or any other person under RESIDENT's control, shall not engage in criminal activity, including but not limited to , drug related criminal activity, on the premises or in the COMMUNITY (Drug related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance )

Consumption of alcoholic beverages in the COMMUNITY's common areas, including the clubhouse, the pool area and surrounding common areas, is strictly prohibited, with the exception of MANAGEMENT sponsored events

F A B (RESIDENT's Initials)

Smoking is prohibited in any common areas, including the clubhouse, the pool area and surrounding common areas unless otherwise posted

#### **P UTILITY AND WATER REGULATIONS**

RESIDENT shall be solely responsible for arranging for connection of water and sewer services with local utility providers RESIDENT shall be responsible for maintaining all water and sewage connections for the outlets on the utility posts or from the ground to the manufactured home at all times RESIDENT shall be solely responsible for any charges related to repairs, cleaning or unclogging of a clogged sewer line, other than an obstruction of the main sewer line, due to improper disposal of such items as paper towels, sanitary supplies, disposable diapers and cat litter Disposal of these items through use of the sewage system is strictly prohibited

RESIDENT shall be solely liable and responsible for insuring that RESIDENT's water and sewer connection do not freeze and shall arrange for any necessary repairs to such connections

Tampering by with any utility connections is strictly prohibited

#### **Q PRE-QUALIFICATION OF PROSPECTIVE RESIDENTS**

Applicants for COMMUNITY residency are required to complete a rental application and obtain MANAGEMENT's prior written approval to become RESIDENT of the COMMUNITY Any person occupying a manufactured home within the COMMUNITY for more than fourteen (14) days within a six (6) month period shall be deemed an applicant for COMMUNITY residency and must comply with said qualification requirements RESIDENT may not sublet RESIDENT's manufactured home or home site or assign RESIDENT'S interest under RESIDENT's Manufactured Home Site Rental Agreement without MANAGEMENT's prior written approval, and any such sublease or assignment entered into without MANAGEMENT's prior written approval shall be null and void

#### **R. CONDUCT OF MINOR CHILDREN**

RESIDENTS with minor children must supervise the outside play and conduct of minor children so as not to disturb or annoy any other RESIDENTS Failure to supervise the conduct of such RESIDENT's

minor children under this rule will be grounds for termination or non-renewal of such RESIDENT's Manufactured Home Site Rental Agreement Games of any nature, including basketball and skateboarding, may not be played on the COMMUNITY's streets Children under the age of sixteen (16) must obey the COMMUNITY's curfew of 10 00 p m , after which time all children under the age of sixteen (16) should not be on the COMMUNITY's streets or in the COMMUNITY's common areas

Portable basketball units must be located at the back of the home site, near the grass line, facing the home site No permanent basketball units may be installed at the home site

#### **S NON-WAIVER**

Failure on the part of MANAGEMENT to enforce any provision of these Rules and Regulations shall not constitute a waiver of MANAGEMENT's right to enforce these Rules and Regulations either as to individual violator or the RESIDENTS of the COMMUNITY as a whole

#### **T SNOW REMOVAL**

MANAGEMENT shall remove snowfall from the COMMUNITY streets, if and when necessary and practical RESIDENT shall be responsible for the removal of snow and ice from the walkways of the individual manufactured home site RESIDENT, and not MANAGEMENT, shall be solely responsible for any claims for damages resulting from RESIDENT's failure to properly maintain RESIDENT's manufactured home site

  I B   (RESIDENT's Initials)

#### **U SALES**

No patio or yard sales or similar sales are allowed at the home site other than COMMUNITY sponsored sales

#### **V OCCUPANCY**

No manufactured home may remain unoccupied by a RESIDENT for longer than thirty (30) days without the prior written approval of MANAGEMENT Failure to notify MANAGEMENT in writing in advance of an extended absence shall result in MANAGEMENT treating such absence as abandonment and may result in termination or non-renewal of the applicable RESIDENT'S Manufactured Home Site Rental Agreement

#### **W TRESPASSING**

Trespassing on other RESIDENT's property is strictly prohibited

#### **X OTHER AGREEMENTS**

ALL AGREEMENTS BETWEEN MANAGEMENT AND RESIDENT MUST BE IN WRITING

**RESIDENT'S CERTIFICATE**

I/We have received copies of and have read and fully understand the Manufactured Home Site Rental Agreement and these Rules and Regulations, and agree to abide by all provisions thereof I/We understand that any breach of the Manufactured Home Site Rental Agreement or of these Rules and Regulations by me/us, members of my/our family or my/our guests or visitors may result in the termination or non-renewal of the Manufactured Home Site Rental Agreement, in accordance with applicable law I/ We agree that, should any such matter be referred to an attorney for legal action, the I/we shall be liable for legal costs incurred by MANAGEMENT, including reasonable attorneys' fees

3/28/12  
Date

F B  
RESIDENT's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
RESIDENT's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
RESIDENT's Signature

**MANAGEMENT**

3/28, 2012  
Date

by Coco Oul  
Authorized Signature

# EXHIBIT 26(B)

**A.J. DWOSKIN**  
**& ASSOCIATES INC**  
Real Estate Development & Management

**Lease Addendum**  
**Park Policies Rules and Regulations**

This Lease Addendum is attached to and made a part of the lease A J Dwoskin & Associates (hereinafter referred to as Manager ) is acting pursuant to express written authority by the Owner of Waples Mobile Homes Park

Residents and all occupants including children adults and guests must comply with all policies regarding use of the Park

**Security** Manager and Owner and their respective employees and agents (hereinafter referred to as Affiliates ) do not provide guarantee or warrant security Each resident has the responsibility to protect him/herself spouse children or guests Manager and Affiliates do not represent the Park is safe from criminal activities by third parties Neighborhood Crime Watch signs if any do not imply safety or security Resident(s) should call 911 if a crime occurs or is suspected

The existence of any perceived security devices such as cameras or other systems are not a guarantee of your personal safety or security and they are not a guarantee against criminal activity No representation is being made that they will be effective to prevent injury theft or vandalism Manager s representatives cannot physically be every place at every moment of the day or night Manager assumes no duties of security Manager reserves the right to cancel or reduce any security related mechanism without notice Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time There will invariably be breakdowns of anything mechanical or electronic in nature and criminals can circumvent almost any systems designed to deter crime Under all circumstances residents should assume that electronic and mechanical systems may malfunction and that persons responsible for them are not infallible

Manager reserves the right to reduce modify or eliminate any security system security devices or service (other than those statutorily required) at any time and without notice and such action shall not be a breach of any obligation or warranty on the part of the Manager

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident s front door

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information

**Ice** Manager has no duty to remove ice sleet or snow from any areas within the Park Resident is responsible for removing snow and ice on or around his vehicle and mobile homes and understands that snow will likely return around the vehicle following parking lot plowing

**Construction** Your Park may be under construction You need to observe all warning signs and stay out of the construction areas Construction crews work throughout the days during the week and on weekends in order to complete construction Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident occupants and guests Any blockades need to be observed and are in place for your benefit

**Maintenance** Emergency maintenance service is provided 24 hours a day by calling the Park Maintenance Hotline phone number Qualified maintenance personnel are on duty to handle most problems that may arise A maintenance emergency consists of

- No Water
- Criminal Activity
- Fire
- Flood
- Leaking Water

- Potential Fire Hazard
- Property Damage (Significant)
- Smell of Gas
- Storm Damage

**Occupants and Guests** No person other than those listed on the Lease and/or Mobile Home Park Application for Leaseholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations may be deemed by Management to be a breach by resident(s).

**Parking of Mobile Homes** If additional electrical service is required, it must be installed at the homeowner or dealer's expense.

Footers must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer's expense. Tie downs are also required and must be placed in accordance with the manufacturer's standards and with State and/or County codes.

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government authorities. The homeowner may not reside in the mobile home until all installation requirements are met. Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file.

Lots will be used only for the parking of a mobile home approved by the Management.

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park. Skirting, lattice, or decorative blocks approved by Management, prior to installation, must also be installed around the base of any outside deck and/or steps.

One set of manufactured steps are required at the front and the back door of each mobile home.

**Parking of Vehicles** Parking shall be permitted only in those areas or spaces designated by the Management. Inoperable and/or unlicensed vehicles shall not be parked or stored on resident(s) lot or common areas of the Park.

Any unauthorized or improperly parked vehicles, inoperable, unlicensed, without current inspection stickers or without a properly displayed Resident or guest parking permit, may be towed away without notice at the vehicle owner's expense and risk.

All vehicles must have a Resident or Guest/Visitor parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror.

Permits must also be displayed on borrowed and/or rented vehicles and guests' vehicles. If a vehicle is parked on the premises without an approved parking permit or if the permit is displayed improperly, it will be towed at the vehicle owner's risk and expense.

If a Resident purchases a new vehicle, the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle.

If a sticker is lost or not returned to the Leasing Office upon Move Out, a \$100 fee per sticker will be charged.

All vehicles must have current State Tags, County Stickers, and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws, for example, expired State inspection and local stickers and tags.

**Permits Issued** A copy of a valid driver's license and a vehicle registration, under the leaseholder's name, is required for each permit issued. Upon move out or if the vehicle is sold, the sticker/permit must be returned to the Leasing Office or a fee will be incurred.

**Types of Vehicle Allowed** Recreational vehicles, commercial vehicles, travel trailers, boats over 16 foot, buses, panel vans, wreckers, dump trucks, state body or flat bed trucks and all other vehicles larger than pick-up trucks and standard vans are prohibited to be parked or stored in the Mobile Home Park. The storage of equipment and/or the placement of commercial signs or advertisement are not permitted. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations.

**Rental Payments** All rents and water bills are due on or before the 1<sup>st</sup> of each month. Rent is considered late after the first of the month. If rent and/or water is received after the 5<sup>th</sup> day of the month, a late fee of \$50.00. Personal checks for late rent will not be accepted after the 5<sup>th</sup> of the month.

In the event a check is returned for insufficient funds a bad check service charge of \$50.00 will be assessed against the Lessee. Returned checks must be covered by cashier's check, money order or certified check. After one returned check residents must pay by either cashier's check, money order or certified check. After six (6) months we will consider reinstatement of personal check privileges. We do not re-deposit returned checks. We will not be responsible for postdated checks.

**Disturbance and Noises** Loud noises and other disturbing acts, in or around the mobile home, mobile home lot or common areas that interfere with the rights, comforts or convenience of other residents and/or their guests are prohibited at all times. Resident(s) should call the Park Office during business hours when a disturbance from other resident(s) or their guest(s) is occurring. Resident(s) will be asked to file a written complaint with Management.

**Supervision of Children** All parent(s) are responsible to see that their children abide by the Park House Rules and Regulations. Children must play in their own lots or the playground (Park specific). An adult must supervise children at all times. Bicycle riding, scooter riding, roller blading or skateboarding is not permitted on the Park's streets. Loitering or playing on the Park's streets is prohibited.

**Insurance** Resident(s) agree not to use the Park or their home in any manner that will increase the risks of, or rate of, insurance or cause cancellation of any insurance policy covering the Park. Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.00.

**Lot Maintenance / Usage** Mobile home lot must be kept neat and clean. Outside storage of boxes, bottles, cans, tools, appliances and other unsightly debris is not permitted. Fireplace wood can be stored if piled neatly to the rear of the lot. Mobile home lot must be mowed on a regular basis. Neglected yards will be mowed and/or cleaned at the resident's expense 10 days after written notice has been served.

Vehicle parking areas are considered a part of your lot and must be kept clean.

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park.

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home.

Major vehicle repair or oil changes are not permitted in the Park.

Resident(s) must install and maintain a heat tape on the water lines and meter assembly to protect them from freezing during the winter months. Any damage to water lines or meter assembly will be billed to resident.

**Lot Inspection / Maintenance** All mobile home lots remain under the direct control of Management. Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters, inspecting, maintaining or making repairs, alterations or additions to any portion of the lot.

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size, style, design, exterior number, address, maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement. If a home or lot does not conform, the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines, legal action and possible eviction.

Management reserves the right to access and enter the mobile homes of its residents upon a twenty-four (24) hour written notice for the purpose of determining the number of residents in the mobile home and otherwise evaluating compliance with the terms of the Lease Agreement. (See Lease Agreement Paragraph 6)

Except for loss or damages caused by Landlord's gross negligence or willful misconduct, the resident(s) shall be solely responsible for and assume all risk of loss or damages to the mobile home and all property placed in or around the mobile home.

All resident(s) must show proof of property and liability insurance coverage for their mobile home. Resident(s) will be required to show Management an updated certificate of insurance each year.

**Soliciting** Solicitors, canvassers, vendors and peddlers, etc. are not permitted in the Park.

**Pets** Pets are not permitted on the premises until approved by management. A pet agreement must be executed and all applicable deposits and fees paid. Pets must be on a leash at all times when outdoors. Residents are to clean up after their pets. There will be a \$25.00 charge per incident to those who do not clean up after their pet(s). Pet privilege will be immediately revoked for non-compliance. Exotic animals and some dog breeds are restricted. No more than two (2) pets are permitted and each pet must weight no more than one hundred (100) pounds at maturity. Monthly pet rent is \$20/per pet.

No Rottweilers Pit Bulls Malamutes St Bernards Great Danes Akitas American Bulldog Staffordshire Terriers Canary Dogs Doberman Pinschers Chow Chows (including mix with restricted breeds) or exotic animals (Tarantulas Piranhas, Reptiles – snakes iguanas Ferrets Skunks Raccoons Squirrels Rabbits Birds – parrots cockatiels macaws) will be permitted.

**Speed Limit.** Our roadways must accommodate vehicles and pedestrian traffic 10 M P H and/or 15 M P H speed limits (Park specific) have been posted. Speeds beyond the posted limited have been proven to be dangerous in the Mobile Home Park. Resident(s) will be held responsible for strict observance of the posted limits not only for themselves but also for their family members and guests.

**Fireworks** Fireworks are strictly prohibited in the Mobile Home Park.

**General use of the Lot** Lots will be used only for the parking of a mobile home approved by the Management.

No improvements to your mobile home or lot, including and not limited to the decks awnings carports storage sheds and fencing will be allowed without prior written permission from the Management. Storage sheds awnings and skirting must be of a manufactured rust resistant variety and be approved by the Management in writing prior to installation. Storage sheds must be of manufactured type not to exceed 100 square feet (10 X 10) in floor area and not higher than 8 feet in height complete with doors. Only one storage shed per lot is permitted. Fencing shall not exceed four (4) feet in height and must be approved by Management prior to installation.

The only type of clothesline that will be permitted is the umbrella type to be placed at the rear of the mobile home lot.

Children's pools are allowed provided they do not exceed six (6) feet in diameter and two (2) feet in depth.

**Mail Services** Mail is delivered to common area mail boxes or individual mobile home mail boxes depending on US Postal Service.

The Park Office will not accept any UPS Federal Express or special deliveries.

**Zero Tolerance** Any arrestable offense will not be tolerated. Fighting of any kind including intentionally or recklessly causing physical harm to any person is an arrestable offense and will not be tolerated. Intentionally or recklessly placing any person under mental duress or causing any person to be in fear of physical danger will not be tolerated. Criminal sexual behavior and public sexual acts will not be tolerated. Unauthorized use or possession of any weapon (licensed or otherwise) will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Intentionally initiating or causing to be initiated any false alarm or report, warning or threat of fire explosion or other emergency will not be tolerated. Disposing of trash anywhere other than designated areas will not be tolerated. Inappropriate behavior including but not limited to fighting, playing on fencing graffiti destruction of property or other use of Park property for other than designed use will not be tolerated. Open containers of alcohol are illegal. In the opinion of the Manager any activity of a suspicious nature on the part of the resident or any of the employees guests or family members of the resident in the leased premises or any areas adjoining the premises shall be cause for immediate termination of the lease.

Zero tolerance offenses constitute a non remediable act. We may terminate the Lease Contract immediately by written notice to you.

**Sale of Mobile Home** Resident(s) may sell their mobile home to whomever they choose. If the mobile home is to remain in the Park, Management reserves the right to grant permission on the following conditions:

- The seller(s) must be current in rent and water payments.
- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park.
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches tires and axles so the mobile home may be transported on the public roads before permission will be given to sell a mobile home and remain in the Park.

After permission is granted the following policies apply

- The owner(s) may sell their own mobile home or employ a dealer broker or agent they choose to sell their mobile home Park employees will not assist resident(s) in selling mobile homes
- The Management must approve all signs advertising the sale of a mobile home Signs are to be placed in the street side window of the home
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must complete an application and be approved by Management prior to taking occupancy/ownership of mobile home The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease Agreement

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

**Terminating / Mobile Homes Removal** Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term

Management will supervise the moving of your mobile home in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home However the removal of the mobile home is at the cost and risk of the resident(s) Any damages to utilities services trees shrubbery and lot will be the sole responsibility of the resident(s)

The lot must be left clean If the lot is not left in good condition charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s)

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident A forwarding address must be submitted in writing to the Park Office prior to vacating the lot

**Liability** The Management is not responsible for fire theft or damage to any mobile home vehicle or other personal property belonging to resident(s) or occupant(s) living therein nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park

**Waiver** A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies

**Interpretation of Policies** The Manager's interpretation of these rules and regulations and the Manager's decision based on them shall be final and conclusive All policies will be strictly enforced

**Modification of Policies** The Manager may from time to time amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices

#### ACKNOWLEDGEMENT CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Policies and Rules and confirms the following

- 1 The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings I have received no representations or warranties either expressed or implied regarding safety security or security systems Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided promised or guaranteed I understand that security is the responsibility of myself and the local law enforcement agency
- 2 I acknowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from liability for damage costs loss of personal property or injury to persons as a result of or arising out of or incidental to the installation operation non operation repair or replacement of security devices whether or not caused by the negligent act or omission of the Manager or Owner of this property
- 3 I understand that providing insurance on my personal property is my responsibility Manager has not stated or implied to me that it will provide insurance or any coverage for any loss

- 4 I agree to assume full and complete responsibility for all risks and hazards attributable to connected with or in any way related to any construction now or hereafter occurring on the property

Forrest 3-25-14  
Resident Date

[Signature] 3-25-14  
Management Representative Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

# EXHIBIT 26(C)

# A.J. DWOSKIN

& ASSOCIATES, INC.

Real Estate Development & Management

## Lease Addendum Park Policies, Rules and Regulations

This Lease Addendum is attached to and made a part of the lease. A.J. Dwoskin & Associates (hereinafter referred to as "Manager") is acting pursuant to express written authority by the Owner of Bull Run Mobile Homes Park.

Residents and all occupants, including children, adults and guests, must comply with all policies regarding use of the Park.

**Security.** Manager and Owner and their respective employees and agents (hereinafter referred to as "Affiliates") do not provide, guarantee, or warrant security. Each resident has the responsibility to protect him/herself, spouse, children or guests. Manager and Affiliates do not represent the Park is safe from criminal activities by third parties. "Neighborhood Crime Watch" signs, if any, do not imply safety or security. Resident(s) should call 911 if a crime occurs or is suspected.

The existence of any perceived security devices such as cameras, or other systems are not a guarantee of your personal safety or security, and they are not a guarantee against criminal activity. No representation is being made that they will be effective to prevent injury, theft or vandalism. Manager's representatives cannot physically be every place at every moment of the day or night. Manager assumes no duties of security. Manager reserves the right to cancel or reduce any security-related mechanism without notice. Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any systems designed to deter crime. Under all circumstances, residents should assume that electronic and mechanical systems may malfunction and that persons responsible for them are not infallible.

Manager reserves the right to reduce, modify or eliminate any security system, security devices or service (other than those statutorily required) at any time and without notice; and such action shall not be a breach of any obligation or warranty on the part of the Manager.

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property. Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident's front door.

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information.

**Ice.** Manager has no duty to remove ice, sleet, or snow from any areas within the Park. Resident is responsible for removing snow and ice on or around his vehicle and mobile homes, and understands that snow will likely return around the vehicle following parking lot plowing.

**Construction.** Your Park may be under construction. You need to observe all warning signs and stay out of the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident, occupants, and guests. Any blockades need to be observed and are in place for your benefit.

**Maintenance** Emergency maintenance service is provided 24-hours a day by calling the Park Maintenance Hotline phone number. Qualified maintenance personnel are on duty to handle most problems that may arise. A maintenance emergency consists of:

- No Water
- Criminal Activity
- Fire
- Flood
- Leaking Water

- Potential Fire Hazard
- Property Damage (Significant)
- Smell of Gas
- Storm Damage

**Occupants and Guests.** No person other than those listed on the Lease and/or Mobile Home Park Application for Leaseholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations, may be deemed by Management to be a breach by resident(s).

**Parking of Mobile Homes.** If additional electrical service is required, it must be installed at the homeowner or dealer's expense.

Footers must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer's expense. Tie-downs are also required and must be placed in accordance with the manufacturer's standards and with State and/or County codes.

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government authorities. The homeowner may not reside in the mobile home until all installation requirements are met. Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file.

Lots will be used only for the parking of a mobile home approved by the Management.

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park. Skirting, lattice, or decorative blocks approved by Management, prior to installation, must also be installed around the base of any outside deck and/or steps.

One set of manufactured steps are required at the front and the back door of each mobile home.

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Any unauthorized or improperly parked vehicles, inoperable, unlicensed, without current inspection stickers or without a properly displayed Resident or guest parking permit may be towed away without notice at the vehicle owner's expense and risk.

All vehicles must have a **Resident** or **Guest/Visitor** parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror.

Permits must also be displayed on borrowed and/or rented vehicles and guests vehicles. If a vehicle is parked on the premises without an approved parking permit, or if the permit is displayed improperly, it will be towed at the vehicle owner's risk and expense.

If a Resident purchases a new vehicle, the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle.

If a sticker is lost or not returned to the Leasing Office upon Move-Out, a \$100 fee per sticker will be charged.

All vehicles must have current State Tags, County Stickers, and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws; for example, expired State inspection and local stickers and tags.

**Permits Issued.** A copy of a valid driver's license and a vehicle registration, under the leaseholder's name, is required for each permit issued. Upon move-out or if the vehicle is sold, the sticker/permit must be returned to the Leasing Office or a fee will be incurred.

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In the event a check is returned for insufficient funds, a "bad check" service charge of \$50.00 will be assessed against the Lessee. Returned checks must be covered by cashier's check, money order or certified check. After one returned check, residents must pay by either cashier's check, money order or certified check. After six (6) months, we will consider reinstatement of personal check privileges. We do not re-deposit returned checks. We will not be responsible for postdated checks.

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**Insurance.** Resident(s) agree not to use the Park or their home in any manner that will increase the risks of, or rate of insurance, or cause cancellation of any insurance policy covering the Park. Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.00.

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Vehicle parking areas are considered a part of your lot and must be kept clean.

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park.

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home.

Major vehicle repair or oil changes are not permitted in the Park.

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**Lot Inspection / Maintenance.** All mobile home lots remain under the direct control of Management. Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters, inspecting, maintaining or making repairs, alterations or additions to any portion of the lot.

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size, style, design, exterior number address, maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement. If a home or lot does not conform, the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines, legal action and possible eviction.

Management reserves the right to access and enter the mobile homes of its residents, upon a twenty-four (24) hours written notice, for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of the Lease Agreement. (See Lease Agreement, Paragraph 6)

Except for loss or damages caused by Landlord's gross negligence or willful misconduct, the resident(s) shall be solely responsible for and assume all risk of loss or damages to the mobile home and all property placed in or around the mobile home.

All resident(s) must show proof of property and liability insurance coverage for their mobile home. Resident(s) will be required to show Management an updated certificate of insurance each year.

**Soliciting.** Solicitors, canvassers, vendors and peddlers etc. are not permitted in the Park.

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No Rottweilers, Pit Bulls, Malamutes, St. Bernards, Great Danes, Akitas, American Bulldog, Staffordshire Terriers, Canary Dogs, Doberman Pinschers, Chow-Chows (including mix with restricted breeds) or exotic animals (Tarantulas, Piranhas, Reptiles – snakes, iguanas, Ferrets, Skunks, Raccoons, Squirrels, Rabbits, Birds – parrots, cockatiels, macaws) will be permitted.

**Speed Limit.** Our roadways must accommodate vehicles and pedestrian traffic. 10 M.P.H. and/or 15 M.P.H. speed limits (Park specific) have been posted. Speeds beyond the posted limited have been proven to be dangerous in the Mobile Home Park. Resident(s) will be held responsible for strict observance of the posted limits, not only for themselves, but also for their family members and guests.

**Fireworks.** Fireworks are strictly prohibited in the Mobile Home Park.

**General use of the Lot.** Lots will be used only for the parking of a mobile home approved by the Management.

No improvements to your mobile home or lot, including and not limited to the decks, awnings, carports, storage sheds, and fencing will be allowed without prior written permission from the Management. Storage sheds, awnings, and skirting must be of a manufactured rust-resistant variety and be approved by the Management in writing prior to installation. Storage sheds must be of manufactured type, not to exceed 100 square feet (10 X 10) in floor area and not higher than 8 feet in height complete with doors. Only one storage shed per lot is permitted. Fencing shall not exceed four (4) feet in height and must be approved by Management prior to installation.

The only type of clothesline that will be permitted is the umbrella type, to be placed at the rear of the mobile home lot.

Children's pools are allowed provided they do not exceed six (6) feet in diameter and two (2) feet in depth.

**Mail Services.** Mail is delivered to common area mail boxes or individual mobile home mail boxes depending on US Postal Service.

The Park Office will not accept any UPS, Federal Express or special deliveries.

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Zero tolerance offenses constitute a non-remediable act. We may terminate the Lease Contract immediately by written notice to you.

**Sale of Mobile Home.** Resident(s) may sell their mobile home to whomever they choose. If the mobile home is to remain in the Park, Management reserves the right to grant permission on the following conditions:

- The seller(s) must be current in rent and water payments.
- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park.
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home: awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches, tires and axles so the mobile home may be transported on the public roads before permission will be given to sell a mobile home and remain in the Park.

After permission is granted, the following policies apply:

- The owner(s) may sell their own mobile home or employ a dealer, broker or agent they choose to sell their mobile home. Park employees will not assist resident(s) in selling mobile homes.
- The Management must approve all signs advertising the sale of a mobile home. Signs are to be placed in the street side window of the home.
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must complete an application and be approved by Management prior to taking occupancy/ownership of mobile home. The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease Agreement.

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

**Terminating / Mobile Homes Removal.** Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term.

Management will supervise the moving of your mobile home, in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home. However, the removal of the mobile home is at the cost and risk of the resident(s). Any damages to utilities services, trees, shrubbery and lot will be the sole responsibility of the resident(s).

The lot must be left clean. If the lot is not left in good condition, charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s).

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident. A forwarding address must be submitted in writing to the Park Office prior to vacating the lot.

**Liability.** The Management is not responsible for fire, theft or damage to any mobile home, vehicle or other personal property belonging to resident(s) or occupant(s) living therein, nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park.

**Waiver.** A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have, and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies.

**Interpretation of Policies.** The Manager's interpretation of these rules and regulations, and the Manager's decision based on them, shall be final and conclusive. All policies will be strictly enforced.

**Modification of Policies.** The Manager may, from time to time, amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices.

#### ACKNOWLEDGEMENT, CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached, the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Policies and Rules and confirms the following:

1. The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings. I have received no representations, or warranties, either expressed or implied, regarding safety, security or security systems. Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided, promised, or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency.
2. I acknowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from liability for damage, costs, loss of personal property, or injury to persons as a result of, or arising out of or incidental to the installation, operation, non-operation, repair or replacement of security devices, whether or not caused by the negligent act or omission of the Manager or Owner of this property.
3. I understand that providing insurance on my personal property is my responsibility. Manager has not stated or implied to me that it will provide insurance or any coverage for any loss.

4. I agree to assume full and complete responsibility for all risks and hazards attributable to, connected with or in any way related to any construction now or hereafter occurring on the property.

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Management Representative

Date